DRN-5765535

The complaint

Mr T complaints that Lendable Ltd didn't accept or return a cheque that he sent to them.

What happened

Mr T had a personal loan with Lendable. On 2 August 2024, Lendable received a cheque in the mail from Mr T for £9,340.61. On 15 August 2024, Lendable emailed Mr T and explained that they hadn't been able to process the cheque and that therefore they couldn't accept the cheque.

Sometime later, Mr T wrote to Lendable and explained that because Lendable had received the cheque and not returned it to him, he considered Lendable to have accepted the cheque such that the £9,340.61 should be credited to his account. Lendable disagreed, and the matter escalated into a complaint.

Lendale issued a final response to Mr T's complaint within which they stated that they didn't feel they'd done anything wrong by not accepting or returning the cheque that Mr T had sent them. Mr T wasn't satisfied with Lendable's response, so he referred his complaint to this service.

Mr T's complaint was reviewed by two of our investigators, neither of whom felt that Lendable had acted unfairly. Mr T remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Mr T has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr T for these submissions, and I hope that he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr T notes that I haven't addressed a specific point that he's raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by both Mr T and Lendable. I can also confirm that I have considered that point but I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr T has suggested that this complaint is not solely about the cheque in question but is wider in scope. However, I can confirm that so far as this service is concerned, this complaint is solely about the cheque in question and about the fairness of Lendable's actions in neither accepting nor returning the cheque. And this complaint does not have any wider implications or scope beyond that.

This is because the remit of this service is focussed on the impact of the events being complained about upon the complainant. Additionally, this service cannot consider a point of complaint unless it has been referred to the respondent business, such that the business has had a formal opportunity to consider and respond to that point of complaint.

In this instance, I've read the correspondence from Mr T to Lendable that led to the complaint being raised, and I'm satisfied that it was fair and reasonable for Lendable to have considered Mr T to have been complaining about two specific points – that Lendable didn't accept the cheque, and that Lendable didn't return the cheque, if they didn't accept it.

Furthermore, these are the complaint points that Lendable addressed in their formal response to Mr T's complaint, which included the notification to Mr T that he could refer that complaint to this service if he was unhappy with Lendable's response. As such, I'm satisfied that these two point of complaint are the only points of complaint that are in scope and which I have the remit and authority to here consider.

If Mr T has any further points of complaint he wishes to raise, that he hasn't already raised with Lendable either here or in another complaint, then I can only refer Mr T to Lendable to refer those points of complaint with them in the first instance. Lendable will then have the formal opportunity to consider and respond to those complaints, after which time it may be the case that Mr T has the right to refer those points of complaint to this service, should he wish to do so.

Regarding the two points of complaint that are in scope here – that Lendable didn't accept or return the cheque that Mr T sent them – upon review, I don't feel that Lendable did act unfairly by not accepting the cheque or by not returning that cheque to Mr T. Accordingly, my final decision here is that I will not be upholding this complaint.

I've reached this decision because while the cheque that Mr T sent to Lendable listed his name and included his signature, it didn't include an account owned by Mr T as a source of funds for the cheque. This means that the cheque was an attempt by Mr T – whether knowingly or unknowingly – to pay a significant amount of money to Lendable from an account that wasn't his account, and which, given the named owner of the account, almost certainly didn't contain his money. By any reasonable standard this is clearly unfair.

In recent correspondence with this service, Mr T has stated as follows:

"I sent a cheque in good faith as a means of payment, based on my understanding that the instrument had value. There was no deception, no misrepresentation or identity, and no attempt to access funds that were not rightfully mine."

I'm pleased that this service, through the clear explanations provided to Mr T by our investigators, has been able to bring the potentially fraudulent nature of the cheque that Mr T sent to Lendable to Mr T's attention, especially as it seems from the above that Mr T was unaware that he had sent a cheque to Lendable that attempted to repay his debt with money that wasn't his.

However, because of the nature of the cheque in question, I'm satisfied that it was fair and reasonable for Lendable to not return that cheque to Mr T. And I wouldn't expect any business to return an unaccepted cheque of a similar nature – one that attempted to make payment from an account that didn't belong to the individual that had sent the cheque

All of which means that I won't be upholding this complaint or instructing Lendable to take any further or alternative action here. I trust that Mr T will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 September 2025.

Paul Cooper
Ombudsman